

Request for Proposal

432-8804

SECURITY GUARD SERVICES

***Opens: January 29, 2003
2:00 p.m.***



Venice of America

City of Fort Lauderdale

***Issued for the Public Services Department
By the Procurement & Materials Management Division***

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TABLE OF CONTENTS

City of Fort Lauderdale, Florida

Security Guard Services – Public Services Department

	Part	Page
General Conditions		3
Introduction	1	8
RFP Schedule	2	10
Special Conditions	3	11
Technical Specifications/Scope of Service	4	15
Evaluation Criteria	5	20
Requirements of the Proposal	6	22
Signature Page		23
Cost Proposal		25
Technical Proposal		26
Questionnaire		29

City of Fort Lauderdale

GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, *Division of Equal Employment and Small Business Opportunity*. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to

provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashier's check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED** and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor

to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

PART I – INTRODUCTION

1.01. Purpose

The City of Fort Lauderdale, Florida is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide security guard services for the Public Services Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.02. Information or Clarification

For information concerning procedures for responding to this RFP, contact Procurement Specialist II, David Nash at (954) 828-7816. For information concerning the technical specifications or scope of services, contact Robert Malloy at (954) 828-7829. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301; ATTN: David Nash. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5576 ATTN: David Nash, or VIA e-mail to: daven@ci.fort-lauderdale.fl.us. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule.

Proposers please note: No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions to Proposers contained in this RFP.

1.03. Competency of Bidders

Bids shall be considered only from firms that have been engaged in providing services similar to those specified herein for a period of not less than two (2) years continuously and that are presently engaged in the provision of these services. They must be able to verify that they have provided billed service for a minimum average of 800 hours per month for the last two (2) years, be properly licensed in the State of Florida and hold correct licenses in Broward County and the City of Fort Lauderdale, as required. It may be necessary to produce evidence that they have sufficient financial support, delivery fleet and organization to insure that they can satisfactorily perform the services if awarded a contract under the terms and conditions stated herein.

1.04. Performance

It is the intention of the City to obtain the services as specified herein from a source of supply that will give prompt and convenient service. The awarded Contractor must be able to perform as required under the Scope of Services below. Any failure of a successful bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these services from other sources, when necessary, should a successful bidder be unable to perform on a timely basis and such delay may cause harm to the using department or city residents.

1.05. Contract Term

The initial contract term is for two (2) years and is expected to begin on or about March 12, 2003. The City reserves the right to extend the contract for three (3) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City.

1.06. Price

Bidder will quote a firm, fixed hourly cost per item listed on the Cost Proposal pages.

1.07. Cost Adjustments

The cost for all items as quoted herein shall remain firm for the first year of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive, from the Contractor, a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

1.08. Lobbying Activities

Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 regarding Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.ci.fort-lauderdale.fl.us/documents/index.htm>

1.09. General Conditions

Except as noted in the Special Conditions above, all terms and conditions of the attached General Conditions, pages 2-6, are included by reference.

PART II - RFP SCHEDULE

Release RFP	12/18/02
Last Date for Receipt of Questions of a Material Nature	1/8/03
Addendum Release (If required)	1/15/03
<u>PROPOSAL DUE (Prior to 2:00 PM)</u>	<u>1/29/03</u>
Evaluation Committee Review and Short Listing of Proposals (Estimated)	2/5/03
Oral Interviews with Finalists and Selection of First Ranked Proposer (Estimated)	2/18/03
City Commission Award of Contract (Estimated)	3/4/03
Commencement of Services (Estimated)	3/12/03

PART III - SPECIAL CONDITIONS

3.01. Inspection of Facilities/Site Visit

Proposers are strongly encouraged to inspect the City's location(s) prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

Vendors wishing to inspect facilities where services are to be rendered should contact Robert Malloy at (954) 828-7829.

3.02. Variances

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

3.03. News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

3.04. RFP Documents

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

3.05. Proposer's Costs

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

3.06. Rules and Proposals

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

3.07. Invoice/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City.

Any amount owed to the City by the Contractor due to damage or loss of equipment, property, etc. shall be deducted from the Contractors invoice submitted for the period in which the loss / damage took place.

3.08. No Exclusive Contract/Additional Services

3.08.1 Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

3.08.2 While this contract is for services provided to the City's Public Services Department, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

3.08.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method that is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

3.09. Cancellation

In the event that any of the provisions of the contract are violated by the successful bidder, the City may serve written notice upon such bidder of its intention to terminate the contract, and, unless ten (10) days after serving such notice upon the contractor, such violation shall cease and satisfactory arrangements for correction be made, the contract shall, upon expiration of said ten (10) days, cease and terminate, but the liability of such bidder and his surety for any and all such violations shall not be affected by any such termination.

3.10. Deletion of Modification of Services

The City reserves the right to delete any portion of this Contract at any time without cause, or add additional services, and if such right is exercised by the City, the total fee shall be reduced/added in the same ratio as the estimated cost of the work deleted/added bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion. The contract agrees to accommodate the City for any reasonable adjustment in the scope of service.

3.11. Subcontracting

The use of subcontractors will not be allowed by the primary contractor, unless there are

special circumstances approved by the city. It is the intent of this contract to require the primary contractor to provide all services required.

3.12. Substitution of Personnel

It is the intention of the City that the Contractor's management or supervisory personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to prior City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

3.13. Insurance

The Contractor shall furnish proof of Workers' Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "Additional Insured" with relation to Commercial General Liability Insurance. Any costs for adding the City as "Additional Insured" will be at the Contractor's expense.

Workers' Compensation & Employer's Liability Insurance

Limits: Workers' Compensation: Statutory

Employer's Liability: \$100,000.00

Commercial General Liability Insurance

Limits: Combined Bodily Injury/Property Damage: \$1,000,000.00

Comprehensive Automobile Liability - Owned, Leased and Hired Vehicles

Limits: Combined Bodily Injury/Property Damage: \$500,000.00

A copy of your **current** Certificate of Insurance should be included with your bid. In the event that you are the successful bidder, you will be required to provide a Certificate naming the City as an "Additional Insured".

3.14. Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

Damage to or loss of any city property used by the Contractor shall be repaired and/or replaced at the contractor's expense with no charge-backs or additional charges to the City.

3.15. Trial Period

If the highest ranked proposer meeting specifications has not previously performed like services for the City of Fort Lauderdale, the City reserves the right to request a trial period of 30 to 90 days in order to determine that the bidder will perform to the City's complete satisfaction. If a

trial period is requested, all terms and conditions of the bid shall apply, and the Contractor shall provide all required documentation prior to commencement of any work.

The Contract Coordinator (or his designee) shall complete a performance evaluation prior to the end of the trial period. The evaluation shall be given to the Contractor for review and comment and shall serve as the basis for continuation or termination of services. The trial period shall not be considered as part of the initial contract term. Only after successful completion of the trial period, shall a contract be initiated.

PART IV - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

4.01. General Information/Intent

It is the intent of this section to establish a single level of Security Officer experience, training and abilities and to define the City's current needs for security officer services at Public Services. The City currently plans to use Security Officer Level C on a roving basis for the Public Services Fiveash Compound and the Peele-Dixie Water Treatment Plant, we reserve the right to change the level of the officers, and the hours of coverage, etc. The City wants to have a multi year contract with a qualified Contractor that has the flexibility to adjust to the City's needs.

4.02. Security Officer Experience and Qualifications

All personnel assigned to this contract shall be of high quality, properly trained and qualified to perform high-level security services. Personnel shall be subject to advance approval by the City designated representative.

The Contractor shall be responsible for deportment, appearance, conduct and supervision of all personnel concerned with the operation of this security service contract. All Contractor personnel will be required to conduct themselves in a completely professional, respectable manner, observe the doctrines of behavior as a public servant and be polite, courteous, cooperative and pleasant in the conduct of their duties. Any guard caught asleep or off of their scheduled post or grounds shall be sent home immediately and a replacement guard shall be called in.

GUARDS ARE TO BE CATEGORIZED AS FOLLOWS:

LEVEL A - BASE LEVEL

Experience, Training and Communication.

Each Security Officer will have a complete background check made by the Contractor and the results of such checks shall be made available to the City upon request.

- a. Shall be U.S. citizens or have a valid resident alien status.
- b. Be a graduate of a certified United States federal, state, county or local law enforcement agency training program, a military police training program, or trained as a correctional officer.
- c. Be fully literate in the English language (i.e., be able to read, write, speak understand and be understood) Oral command of the English language must be sufficient to permit full communication, particularly in times of stress.
- d. Have a valid drivers license.

- e. One years experience in a responsible security position.
- f. High school diploma or equivalent.
- g. Successfully completed contractor training in the following: technique and patrol, first aid including CPR, public relations, safety, proper use of telephones and radio, proper use of written report forms, sight hours on site training by supervisor of the contractor verified and documented by the City.
- h. Shall not be considered for this contract if they currently or in the past been involved in: (a) any felony or sex conviction, (b) military conduct resulting in dishonorable or undesirable discharge, (c) any pattern of irresponsible behavior, including but not limited to unreasonable driving, or a problem employment record.

Physical Capabilities: Security Officers must successfully pass a medical examination, conducted at the Contractors expense, prior to duty assignment. The minimum requirements are as follows:

- a. Freedom from any communicable disease.
- b. Binocular vision, which is correctable to 20/20 vision.
- c. Ability to distinguish shades of colors.
- d. Ability to hear ordinary conversation at a distance of 20 feet, without the use of artificial hearing devices.
- e. Freedom from drug use, except prescribed medication as evidenced by urinalysis test.
- f. Freedom from disease or condition that results in indistinct speech.
- g. Free from any physical or emotional disorder, or any hindrance that may inhibit or preclude meeting the professional standards required by the contract.
- h. Blood pressure and other vital signs must be within normal limits.

LEVEL B - MID LEVEL

Meet all the requirements of Level A and have a minimum of two (2) years satisfactory experience as a full time military or civilian law enforcement officer. Service as a part time police officer, reserve officer, or part time security officer does not meet this criteria.

LEVEL C - HIGH LEVEL

Meet all the requirements of Level B and have the training qualifications and licenses to provide armed security officer services. This includes State of Florida Officer's "G" license and complete background check including felony screening in both the State of Florida and a national check by the FBI. The City will review all background materials on a person proposed for this level.

4.03. Initial Scope of Services

The City has two (2) facilities requiring security and patrol services within their area of operations. They are:

Public Services – Fiveash Compound, 949 NW 38th Street, Ft. Lauderdale

Peele-Dixie Water Treatment Plant, 1500 South State Road 7, Ft. Lauderdale

The initial scope of services will be to provide:

1). A Level C roving (via vehicle and foot patrol) and armed Security Officer to cover the Public Services/Fiveash Compound on a 24-hour basis. This compound is critical to public safety because it contains a fresh water treatment facility, a gasoline dispensing station, and the administration offices for the Public Services department. From 6 AM until 6 PM daily, Monday thru Friday, the security guard will be responsible for maintaining a security checkpoint at the main entrance gate to the compound. They will check all vehicles entering the compound and insure the individuals are authorized entry into the facility. From 6 PM until 6 AM daily and from 6 PM on Fridays until 6 AM on Monday, the security guard will close the gate and provide roving security throughout the compound. On all official city holidays, the entrance gate will remain closed and the security guard will maintain a roving patrol throughout the compound.

2). A Level C roving (via vehicle and foot patrol) and armed Security Officer to cover the Peele-Dixie Water Treatment Plant on a 12-hour basis from 6:00 PM to 6:00 AM. This compound is also critical to public safety because it also contains a fresh water treatment facility. This facility is closed to the public and has a security gate that the employees can open with a pass code.

Contractor shall have the capacity to provide additional security guards, as may be required during the contract period. Such extra guard services shall be billed to the City at the same contract hourly rate.

Contractor shall be able to respond to City requests for changes in hours of work, if such changes are required to provide adequate security for the facilities listed.

Requests by the City for additional coverage or a reduction in coverage at the above locations must take place within 48 hours from the date of request. Such requests may be initially made verbally or in person, which shall be the date of request, but the City shall confirm the request in writing.

4.04. Services and Equipment Provided By the City

None stated.

4.05. Services and Equipment Provided By the Contractor

A). Contractor to provide the officer, the vehicle, uniform for the officer, communications equipment for the officer, supervision of the officer and twenty four (24) hour per day, seven days per week communications access for the City and officer.

B). Contractor shall have a regular business office located in the tri-county area (Dade, Broward, Palm Beach). The Contractor's dispatch facility shall be staffed by full-time employees of the contractor at a location properly zoned for such activity.

C). Except where provided by the City for roving services, the Security Officer must have communications equipment that will allow him to contact his office, the Public Services Dispatcher or designee and the Fort Lauderdale Police Department (e.g. radio, cellular phone, etc). The Security Officer will carry a flashlight with batteries.

D). Except where the City requires or has requested a Level C Armed Security Officer, no other officer providing services shall carry arms, even if properly trained and licensed. Arms shall include, but are not limited to; weapons, mace/pepper spray and nightstick.

- E). The Security Officer will be neatly groomed, in the approved uniform and properly equipped.
- F). The security vehicle shall be clean and properly maintained.
- G). A backup vehicle must be available within 30 minutes and have the equipment and capabilities of vehicle requirements indicated in these specifications.
- H). Both the Security Officers uniform and vehicle shall be clearly identified with the security firms name and be identified with the City's logo or other identification to notify the public that the Security Officer is providing the service for the City. The Officer shall wear a nametag and the vehicle shall have the telephone number of the security firm prominently displayed.
- I). The Security Officer will report to the designated initial location on time and will remain on duty until the end of the shift or until properly relieved. No officer will work more than a twelve (12) hour shift in a twenty four (24) hour period.
- J). The Security Officer will maintain a good personal and uniform appearance, be courteous to residents and visitors at the facilities and to City personnel. The Security Officer will not conduct any personal activity that would detract from a professional image.
- K). The Security Officer will patrol the facilities both in the vehicle and on foot to inspect all parts of the facilities for the purpose of detecting and preventing individuals or groups from committing acts that are illegal or injurious to others or to the property. The Security Officer shall complete a "Incidence Report" at the completion of the shift to be provided to the Safety & Training Coordinator at the Public Services site and to the Plant Supervisor at the Peele-Dixie site, or their designee. Such report shall note any contact initiated by the Security Officer against unauthorized parties or involving customers who may be reporting violations or suspicious activities or who's conduct on City property may voluntarily or involuntarily warrant response from the Security Officer. The Incidence Report shall be completed even when reported activity involves response by Fort Lauderdale Police in order to further document the circumstances and confirm that a Police Report is in the process of being made.
- L). The Security Officer will contact the appropriate party when such events occur or have occurred. The Safety & Training Coordinator or Plant Supervisor should be contacted in routine or non-emergency cases. The Fort Lauderdale Police Department and the Officers Supervisor must be immediately contacted in emergency situations or when assistance is thought to be needed. It is not expected that the Security Officer will enter into a direct confrontation with persons at the facilities being guarded.
- M). The Security Officer will report safety hazards, malfunctioning equipment and other such matters to the Safety & Training Coordinator, Plant Supervisor or their designee. Personnel from the Public Services Department will be available to respond to such reports 24 hours per day, seven days per week.
- N). The Security Officer will maintain a daily logbook, recording all instances that may be of interest to Supervisors or City personnel.

- O). A Security Firm Supervisor will visit the Security Officer at least once during each shift to insure that the Security Officer is following proscribed procedures. Such visits are to be entered in the log. The Security Firm Supervisor shall visit all of the facilities at least once each week to familiarize himself with their condition and any possible safety or security problems or potential problems. The supervisor, or other qualified personnel approved by the City shall take over for the Security Officer during any meal or other breaks when the Officer is not on his route and observing the site.

4.06. Other Equipment

None stated

4.07. Post Operating Orders

The City reserves the right to establish in writing with the successful Contractor more detailed written policies and procedures governing the Security Officer(s) and the Firm's requirements for reporting observations, incidences and whatever to the Safety & Training Coordinator or his designee, the City Police Department, or other emergency contact personnel. Such additional written policies and procedures are for the purposes of enhancing compliance with the technical specifications of the contract and not to alter them, and may be amended from time to time to adjust for changing circumstances and needs.

4.08. Penalty

The city shall assess the Contractor a \$100.00 penalty for each hour, or part thereof, that there is a lack of security coverage at the designated site, by any guard for any reason except "force majeure", and until such time as a guard arrives on duty.

PART V – PROPOSAL EVALUATION CRITERIA

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It will be a two-step process. In step one, the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee **may** then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The first ranked proposer resulting from this process will be recommended to the City Commission for award of a contract.

The award of the contract will be based on certain objective and subjective considerations listed below:

- a. Understanding of the overall needs of the City for such services as presented in the narrative technical proposal: Technical Approach, Management reports, Communication, Mobilization. **(30 points)**
- b. Experience, qualifications and past performance of the proposing firm, including persons proposed for the contract, facilities and resources: Staff, Licenses / Certificates, Resources, Training, Screening, Evaluations, Supervising, References. **(40 points)**
- c. Estimated cost to the City based upon total proposed cost for the two locations listed. **(30 points)**

TOTAL POINTS AVAILABLE: 100

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

NOTE REGARDING PRICE: *The firm providing the lowest cost to the City will receive the maximum of 30 points. Points will be awarded to other proposers in the following manner:*

2nd Lowest Proposer:

2nd lowest cost – lowest cost = X

X divided by lowest cost = Y

Y times the total number of cost points = Z

Total number of cost points – Z = points assigned to 2nd Lowest

Example:

Lowest cost = \$1000 2nd lowest cost = \$1250 Total available points = 30

$1250 - 1000 = 250$

$250 / 1000 = .25$

$.25 \times 30 = 7.5$

$30 - 7.5 = 22.5$ points to 2nd lowest bidder

PART V - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages that follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

All proposals must be received in the Purchasing Division, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in the Schedule Section of this RFP.

A representative who is authorized to contractually bind the Contractor shall sign the proposal.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY PLUS FIVE (5) COPIES OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS

THE ABOVE REQUIREMENT TOTALS SIX (6) COPIES OF YOUR PROPOSAL

PROPOSAL PAGES ARE AS FOLLOWS:

Proposal Signature Page

Proposal Page Part I - Cost Proposal

Proposal Page Part II - Technical Proposal

Proposal Page Part III - Questionnaire

Additional Attachments to your Proposal

PROPOSAL SIGNATURE PAGE

TO: The City of Fort Lauderdale

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda and legal advertisements contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No: _____ FAX No.: _____

Signature: _____ **Date:** _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in his proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
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VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:

Does your firm qualify for MBE, WBE, or SBE status, in accordance with **Section 1.08** of the General Conditions?

MBE _____ WBE: _____ SBE: _____

PROPOSAL PAGES PART I PRICE LIST / COST PROPOSAL

Cost per hour to provide a roving Security Officer in accordance with the Scope of Services Section of this RFP.

Level A - Base Level \$ _____ per hour

Level B - Mid Level \$ _____ per hour

Level C - High Level \$ _____ per hour

Cost per hour to provide a vehicle for the roving Security Officer in accordance with the Scope of Services Section of this RFP.

Vehicle \$ _____ per hour

Fiveash Hours: 24/day X 365 days = 8,760 hours

Peele-Dixie Hours: 12/day X 365 days = 4,380 hours

TOTAL 13,140 hours

Total Cost: Level C Roving/hr \$ _____ & Veh./hr \$ _____ X 13,140 = \$ _____
(To determine number of cost points awarded)

If the City wished to have a non roving Security Officer at one of the specified facilities or comparable City facility, give the cost per hour for a schedule similar to that specified in the Scope of Services Section of this RFP and in accordance with the Scope of Services Section of this RFP.

Level A - Base Level \$ _____ per hour

Level B - Mid Level \$ _____ per hour

Level C - High Level \$ _____ per hour

If the City wished to have a temporary or emergency non roving Security Officer at one of the specified facilities or comparable City facility give the cost per hour for a reduced schedule such as less than 8 hours per shift and less than 40 hours per week and in accordance with the Scope of Services Section of this RFP.

Level A - Base Level \$ _____ per hour

Level B - Mid Level \$ _____ per hour

Level C - High Level \$ _____ per hour

Proposers note: The cost per hour shall be for specified shift time on the site or security route. The City will not pay for any travel or down time for officers or vehicles.

PROPOSAL PAGES PART II – TECHNICAL PROPOSAL

Suggested Submittals: (To be indexed and submitted in the order listed)

A. Letter of Interest / Cover Letter - Briefly state the Proposer's understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this RFP.

B. Narrative - Proposer shall include a comprehensive narrative to include the following: Understanding of the City's needs for security services at the City's Public Services facilities and your overall approach to those needs, including monitoring and supervising assigned Security Officers. Specifically, comment on what type of management controls, supervisory inspections, check-in provisions you utilize to monitor the actions and whereabouts of assigned Security Officers.

Understanding of the City's patrol route or routes and minimum operating instructions and reporting requirements expected of the assigned Security Officer(s) and supervisory personnel to maximize the security for employee and customer safety at the designated facilities and identification of any recommended or required changes. Specifically comment on the estimated frequency of coverage for roving services at the designated sites.

C. Professional Licenses and Certificates; Insurance – Submit a copy of all Licenses, Certificates, Registrations, Permits etc. that your company / staff possesses – to include, but not be limited to occupational, state and local, registrations, safety certificates, etc.. Company must be licensed and/or registered in the State of Florida in all required disciplines – Also include proof of insurance in this section.

D. Company Profile – Legal name, address, Telephone number, Fax number, E-mail address, Web page address, etc. of the proposer, together with legal entity(corporation, partnership, etc.) Firm must be established as a legal entity in the State of Florida. Provide years in business; State whether the firm is local, regional, or national; Give a list of owners and/or partners and managers of the firm. Include names, addresses and phone numbers; Any additional information that your firm wishes to supply to augment its proposal.

Specifically indicate the office address where the supervisor(s) would be located when not on the road and where they would respond from if needed by the Security Officer?

E. Descriptions / Pictures - Provide pictures and descriptions of **uniforms** and City identification on the uniform of the security officers; Provide pictures and descriptions of the **vehicles** proposed for this contract , with company name and City identification.

Vehicle description should list make, model, mileage, condition, etc. Describe any additional equipment installed and the equipment installation configuration. Describe your vehicle and equipment maintenance procedures and schedules.

F. Equipment - Provide information regarding the proposed equipment to be used to provide the security services in accordance with the specifications. Equipment information shall include quantity, make, model, etc. for all radios, phones, etc.

G. Joint Venture – If Submitting as a joint venture, submit a copy of the joint venture agreement including the financial agreement between the parties and the percentage of participation of the parties.

H. Disputes, Litigation and Defaults – Applicant shall disclose the results, including amount of settlement, if any, for all prior litigation, arbitration, mediation or other claims involving the applicant or any consultants for a period of five years prior to the submission of this proposal.

I. Qualifications / Experience - Describe firm's local experience, / nature of service with security contracts of similar size and complexity, in the previous two (2) years. Including verification that your firm has provided billed service for a minimum average of 800 hours per month for the last two (2) years.

J. Staff - Give a complete list of the number of managers, supervisors, and other staff employed at the compound site from which services will be rendered. Resumes for each managerial and supervisory person to be assigned to the project should be submitted, as well as those of the principals of the firm, including the following information:

1. Formal level of education
2. Relative Supplemental education
3. Membership in various relevant national, state and local associations
4. Professional recognition, awards, etc.
5. Experience in providing security services, including any military experience, etc. (number of years).
6. Any special skills, experiences, qualifications, etc.

Describe your employee screening, hiring and training practices that would apply to Security Officers proposed for the City contract. A copy of your manuals can complete this requirement.

Briefly describe your supervisory and employee evaluation practices that would apply if awarded the City contract. A copy of your personnel and/or operating manuals can complete this requirement.

K. References – A list of current and former major accounts along with contact persons name and phone number(s) This list should include accounts that represent company's experience with entities of similar size and exposures as the City of Fort Lauderdale.

L. Technical Approach / Security Plan - Describe the range of security and related services performed by your firm and your implementation plan for this contract. This section must address the required services noted in this RFP, and how your firm plans to provide them.

Include Availability of personnel; Current work load/staff participation; Organization of the team that will be handling this contract. Also describe your vehicle maintenance plan and vehicle replacement plan in this section.

M. Communication – Describe the communication plan and equipment you will provide

to the Security Officer. Do you have dispatch service and, if so, what are the hours and days of coverage, and how is it equipped? Would the guard have 24 hour per day 7 days per week access to a supervisor, how would he contact the supervisor? Describe how he would contact the Fort Lauderdale Police Department.

N. Management Reports: Please provide a sample of various management reports that you will provide if awarded this contract.

YOUR OVERALL SCORE DEPENDS ON
HOW THESE ITEMS ARE ADDRESSED.
IF LITTLE OR NO INFORMATION IS PROVIDED,
YOUR PROPOSAL WILL NOT
BE FAVORABLY CONSIDERED.

PROPOSAL PAGES PART III - QUESTIONNAIRE

Prior Experience:

Number of years experience the proposer has had in providing similar services:

_____years

Have you ever failed to complete work that was awarded to you? If so, where and why?

List any governmental/municipalities and/or like size organizations for which you have provided similar services in the last three years. Provide agency name, address, telephone number, contact person, and date service was provided. If services provided differ from the ones presented in your proposal, please identify such differences. These organizations will be contacted by the evaluation committee.

List those City of Fort Lauderdale agencies with which the proposer has had contracts or agreements during the past three (3) years:

List any lawsuits pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

- a. List all pending lawsuits that are concerned directly with the staff or part of your organization proposed for the contract:

b. List all judgments from lawsuits in the last 5 years that are concerned directly with the staff or part of your organization proposed for the contract.

How many calendar days from final execution of the contract would you need prior to initiating services? _____ Days

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

PROPOSER PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL .

COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.

PROPOSAL IDENTIFICATION: Please indicate on the face of your sealed proposal package the following:

**RFP NO. 432-8804
SECURITY GUARD SERVICES - PBS
OPENS 1/29/03**